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November 8, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT TO THE CONTRACT BY AND  
BETWEEN COUNTY OF LOS ANGELES AND eiSTREAM, INC., FOR DOCUMENT  
IMAGING AND MICROFILM CONVERSION SERVICES (CONTRACT #75245)  
(ALL DISTRICTS - 3 VOTES)**

**JOINT RECOMMENDATION WITH THE INFORMATION SYSTEMS ADVISORY  
BODY THAT YOUR BOARD:**

Approve and instruct the Chair to sign the attached Amendment Number One to the contract between the County of Los Angeles and Global 360, Inc., aka eiStream, Inc., to provide microfiche conversion services to the Department of Public Social Services (DPSS) and increase the total maximum contract sum by \$2,130,000, for a total maximum contract amount of \$14,530,000. The contract between the County Information Systems Advisory Body (ISAB) and eiStream, Inc., was approved by your Board on March 15, 2005, to provide similar services for the Probation Department, District Attorney and Sheriff's Department. This Amendment Number One will be effective one day after Board approval.

This Amendment Number One will allow the contractor to provide microfiche conversion services for DPSS at the same rates. Funding for this contract is included in the CalWORKs Single Allocation for FY 2005-06. Funding for FY 2006-07 will be included in the Department's annual budget request.

*"To Enrich Lives Through Effective And Caring Service"*

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DPSS uses historical microfiche data in the performance of welfare case audits of all grant payments, child support payments and disbursements over the history of a case. An audit is a comprehensive accounting by month of all welfare grant payments, child support payments and disbursements over the history of a case. Upon completion of an audit, the amount of the Unreimbursed Assistance Pool (UAP) is determined. UAP is the total monetary balances of all collections received from CalWORKs grants and Foster Care after the reported child support from the non-custodial parent has been deducted.

The historical data is currently collected manually from microfiche and needs to be computerized. The digitized images will greatly reduce the time spent in performing this function. In order to computerize the information, it must be converted to digital images. Once it is digitized, it is our intention to provide to DPSS authorized users, online access to the digitized images by accrual month and year for cases where a collection and payment can occur.

The general scope of work to be performed under this Amendment shall include providing all labor, equipment, supplies, and facilities to digitize approximately 13.5 million historical microfiche. The microfiche consists of aid payments distributed by DPSS and child support collections. Each microfiche frame will be stored on an optical disk that includes a case number index.

### **Implementation of Strategic Plan Goals**

This amendment is consistent with the principles of the Countywide Strategic Plan Goal #3: Organizational Effectiveness, by ensuring that service delivery systems are efficient, effective and goal-oriented, and Goal #4: Fiscal Responsibility, by strengthening the County's fiscal capacity.

### **FISCAL IMPACT/FINANCING**

The contract cost of the amendment is \$2,130,000 for the entire term of the Agreement. The annual cost of the amendment is \$1,775,000 for FY 2005-06 and \$355,000 for FY 2006-07. Funding for this contract is included in the CalWORKs Single Allocation for FY 2005-06. Since there is a CalWORKs Maintenance of Effort requirement which will be met by the County, there will be no additional net County cost for FY 2005-06. Funding for FY 2006-07 will be included in the Department's annual budget request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County of Los Angeles ISAB currently contracts with Global 360, Inc., for the provision of document imaging and microfilm conversion services to the Probation Department, District Attorney and Sheriff's Department.

This Amendment Number One will allow the contract to provide microfiche conversion services to DPSS. The contractor will not be asked to perform services that will exceed the scope of work and contract term dates.

The County is authorized under California Government Code Section 31000 to contract for special services, including the services described in the Agreement and this Amendment. The funding authority was approved by the California Department of Social Services.

Amendment Number One to Contract #75245 will become effective one day after Board approval.

The Amendment has been approved as to form by County Counsel. The Amendment has been reviewed by the Chief Information Office and they are in support of the Amendment.

### **CONTRACTING PROCESS**

The current contract between ISAB and Global 360, Inc., which was based upon a competitive solicitation process, is being amended to include microfiche services for the Department of Public Social Services. The contract provides imaging and microfilm conversion services for the Probation Department, District Attorney and Sheriff's Department. The contractor negotiated the same fee rate for the additional services and the original contract was the product of a competitive solicitation.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The execution of this amendment will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

This amendment will not affect the current services being provided under this agreement.

**CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board letter and three (3) original signed copies of the amendment to DPSS.

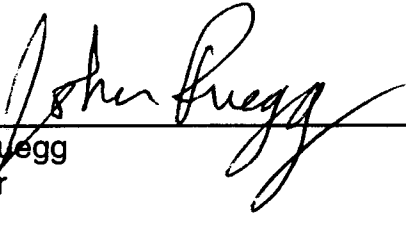
Respectfully submitted,  
Department of Public Social Services



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Bryce Yokomizo  
Director

Information Systems Advisory Body



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John Ruegg  
Director

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER ONE**

**DOCUMENT IMAGING AND MICROFILM CONVERSION  
SERVICES CONTRACT**



**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**GLOBAL 360, INC.**

**AMENDMENT NUMBER ONE  
TO THE DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES  
CONTRACT NUMBER 75245**

This Amendment Number One to that certain Contract Number 75245 for the provision of Document Imaging and Microfilm Conversion Services, dated March 16, 2005 (hereinafter referred to as "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2005 by and between the County of Los Angeles (hereinafter "County") and Global 360, Inc. (hereinafter "Contractor") to add the provision of Microfiche Conversion Services by Contractor.

WHEREAS, County may contract with private businesses for Microfiche Conversion Services when certain requirements are met; and

WHEREAS, County requires, and Contractor has agreed to, provide Microfiche Conversion Services; and

WHEREAS, County and Contractor desire to amend the Contract to include Microfiche Conversion Services as part of the Contract's scope of work and to increase the Contract Sum for implementation thereof; and

WHEREAS, County and Contractor further desire to amend the Contract to change Contractor's name from "eiStream, Inc." to "Global 360, Inc."; and

**WHEREAS**, Sub-paragraph 8.4 (Changes Notices and Amendments) of the Contract provides that, for any revision which affects the scope of work, period of performance, payments, or any term and condition included in this Contract, a negotiated modification to this Contract shall be executed in writing by the authorized officials of the Los Angeles County Board of Supervisors and Contractor.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and pursuant to Sub-paragraph 8.4 (Change Notices and Amendments), County and Contractor agree as follows:

1. The Contract Number 75245 between County and Contractor, dated March 16, 2005, is hereby incorporated by reference, and all of its terms and conditions shall be given full force and effect as if fully set forth herein.
2. Contractor represents and warrants that its name change from "eiStream, Inc." to "Global 360, Inc." is a change in name only and does not constitute an assignment, delegation, a change in interest or any other transfer of rights or duties. All references throughout the Contract, including all Exhibits and Attachment thereto, to "eiStream, Inc." shall read and be deemed as "Global 360, Inc."

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3. Paragraph 1 (Applicable Documents) of the body of the Contract is amended to read as follows:

**1. APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I and J form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor's Proposed Schedule
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – County's Administration
- 1.6 EXHIBIT F – Contractor's Administration
- 1.7 EXHIBIT G – Forms Required At The Time Of Contract Execution
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Business Associate Protected Health Information Disclosure Agreement (Business Associate Agreement)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 (Change Notices and Amendments) and signed by both parties.

4. Paragraph 2 (Definitions) of the body of the Contract is amended to add Sub-paragraphs 2.9 through 2.15, which shall read as follows:

- 2.9 **Agency; agency:** Any one of County Departments listed on Attachment 1 (Contract Agencies) to Exhibit A (Statement of Work) which receives services under this Contract.
- 2.10 **County (Contract) Project Manager:** Person designated by each Agency as the Project Manager for this Contract in Exhibit E (County's Administration).
- 2.11 **Department of Public Social Services; DPSS:** County's Department of Public Social Services.

- 2.12 **DPSS Director** - The Director of the Department of Public Social Services, or his/her authorized representative(s).
- 2.13 **ISAB:** Information Systems Advisory Body of the County of Los Angeles.
- 2.14 **County Director; Department Director; ISAB Director:** The Director of ISAB.
- 2.15 **Business Associate Agreement:** Exhibit J (Business Associated Protected Health Information Disclosure Agreement)

5. Paragraph 4.1 of the body of the Contract is amended to read as follows:

- 4.1 The term of this Contract shall commence on March 16, 2005 and continue for a period of three (3) years thereafter.

6. Sub-paragraph 5.1 of the body of the Contract is amended to read as follows:

- 5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For entire term of the Contract, including the option years, the maximum Contract Sum **shall not exceed:**

\$3,900,000	For District Attorney
\$3,500,000	For Probation Department
\$2,130,000	For Department of Public Social Services
<u>\$5,000,000</u>	For Sheriff Department
\$14,530,000	Total Contract Sum

**There is no guarantee that the maximum Contract Sum will be paid during the term of the Contract.**

7. Amend the body of the Contract by adding Sup-paragraph 8.55 (Contractor's Obligations under HIPAA) to read as follows:

**8.55 CONTRACTOR'S OBLIGATIONS UNDER HIPAA**

As a Business Associate of County, Contractor shall comply with the provisions mandated by Health Insurance Portability and Accountability Act (HIPAA), as further defined in the Business Associate Agreement, mandates the safeguarding of personal and confidential medical information. Upon execution of Amendment Number One to the Contract, but no later than commencing performance of work thereunder, Contractor shall execute the Business Associate Agreement attached as Exhibit J (Business Associate Protected Health Information Disclosure Agreement)

to the Contract. Should County amend the Business Associate Agreement in order to comply with the requirements of the Privacy and/or Security Regulations (as such terms are defined in the Business Associate Agreement), County shall execute a Change Notice in accordance with Sub-paragraph 8.4 (Change Notices and Amendments), and Contractor shall execute the amended Business Associate Agreement immediately thereafter.

8. Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Exhibit A, attached hereto as Attachment 1 and incorporated herein by reference.
9. Attachment A.1 (Contract Agencies) is added to the Contract, attached hereto as Attachment 2 and incorporated herein by reference.
10. Attachment A.2 (Estimated Volumes) is added to the Contract, attached hereto as Attachment 3 and incorporated herein by reference.
11. Attachment A.3 (Pickup and Return Locations) is added to the Contract, attached hereto as Attachment 4 and incorporated herein by reference.
12. Attachment A.4 (DPSS Microfiche Formats) is added to the Contract, attached hereto as Attachment 5 and incorporated herein by reference.
13. Exhibit B (Pricing Schedule) is amended by adding Section B (Cost for Microfiche Conversion), attached hereto as Attachment 6 and incorporated herein by reference.
14. Exhibit E (County's Administration) is deleted in its entirety and replaced by revised Exhibit E, attached hereto as Attachment 7 and incorporated herein by reference.
15. Exhibit N (Contractor's Obligations Under HIPAA) is deleted in its entirety and replaced by Exhibit J (Business Associate Protected Health Information Disclosure Agreement), attached hereto as Attachment 8 and incorporated herein by reference. All references to "Exhibit N" shall read and be deemed as "Exhibit J".
16. Except as provided in this Amendment, all other terms and conditions of the Contract remain unchanged in full force and effect.

**IN WITNESS WHEREOF**, Contractor has executed this Amendment, or caused it to be duly executed, and County of Los Angeles, by order of the Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Chair, Board of Supervisors

CONTRACTOR - Global 360, Inc.

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
Of the Board of Supervisors

By

\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By

\_\_\_\_\_  
Victoria Mansourian  
Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK  
DOCUMENT IMAGING AND MICROFILM  
CONVERSION SERVICES**

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## **1.0 SCOPE OF WORK**

Electronic document management is a strategic County initiative. In order to meet legal records retention requirements and comply with requests from the public, government agencies, and other law enforcement agencies for information, County Departments must implement cost-effective strategies for the secure archival and retrieval of their documents.

This Statement of Work (SOW) provides the specifications and requirements to convert paper documents, microfilm and microfiche for the Sheriff, District Attorney, Probation Department and the Department of Public Social Services to digital images. The documents to be imaged include, but are not limited to booking jackets, station booking reports, incident reports, arrest reports, court reports, photographs, case investigation/ supervision files including various handwritten and machine printed documents, forms and reports, financial collections files and related documents, and various loose papers. The resultant images will be imported into the respective Department's document management systems and will be managed according to each Department's specific requirements.

The anticipated volumes of documents consisting of both single and double-sided pages are set forth in Attachment A.2 (Estimated Volumes) to the Contract. These volumes are averages only and are not guaranteed by the County as the minimum for each month.

In addition, the County requires storage and shredding services of documents.

## **2.0 BACKGROUND**



The Sheriff's Department maintains various booking and incident reports. The booking and incident reports that originate from the stations and custodial facilities are in hard copy format: with limited space in these stations, hard copy records and documents cannot be stored and maintained over a long period. Up until 2001, these records and documents were stored on microfilm or microfiche. Since then, the records are being stored electronically. Electronic storage of the records allows for the automated retrieval of the stored information, which is more efficient and less time consuming than retrieving the data from hard copy reports or microfilm.

The District Attorney's Office is required to maintain case files for specific periods depending on case type. Misdemeanor case files must be retained for five years, felony case files for 25 years and life-term case files indefinitely. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. In order to meet retention requirements and address the problem of warehousing millions of paper case files, the District Attorney's Office is implementing an electronic document management system.

The Probation Department is required to maintain Probation and Pretrial Investigation and Supervision case files and related documents that include but are not limited to arrest reports, court reports, assessment records, court orders, Probationer reporting documentation, financial collections files, payment documentation, photographs, forms and reports, including various handwritten and machine printed documents, for a period of time dependant on the document type and source. Storage of the Pretrial and Budget and Fiscal packet hard copies has been offsite at a Probation Property and Supply facility. The Adult Probation Folders are returned to Probation's Central Records Section for destruction after a Quality and Assurance check. Juvenile Probation files are stored at Probation's Central Records Section and are destroyed five years after the closing of the case. Currently, onsite retrieval of archived documents is accomplished with microfilm

images. Archive volume and equipment failure, as well as improving technology, require implementation of an electronic document management system. The Probation Department plans to image Adult Probation Files (APF), Juvenile Probation Files (JPF), Pretrial Packets (PRP), and Budget and Fiscal Files (ARF, JRF, JRB).

The Department of Public Social Services' General Services Division, Special Operations Section (SOS) perform welfare case audits of all grant payments, child support payments and disbursements over the history of a case to determine the Unreimbursed Assistance Pool (UAP). The digitized images will greatly reduce the time spent in performing this function. It is the Department's intention to provide online access to the digitized images by accrual month and year, for cases where a collection and payment can occur.

### **3.0 FACILITIES AND SPECIFIC TASKS**

- 3.1 The COUNTY shall provide CONTRACTOR documents in adequately marked boxes. Each box shall be labeled with name of pickup facility, pickup date, box #, and a brief contents description.
- 3.2 Pickup facility personnel shall create an index/transmittal sheet for each box sent for imaging. Such index shall identify each record sent for imaging.
- 3.3 In the event that an index/transmittal sheet for a box sent to CONTRACTOR is not found, CONTRACTOR shall produce an index/transmittal sheet of documents in the particular box at the request of the COUNTY
- 3.4 The records and documents that are imaged are from various agency offices and locations. The CONTRACTOR and COUNTY shall develop a pickup and return schedule and procedure, for each department, based

on the project requirements and during normal business hours as determined by COUNTY for the locations set forth in Attachment A.3 (Pickup and Return Locations).

3.5 Locations are subject to change based on the need of the COUNTY. COUNTY will provide CONTRACTOR with written notification prior to location change.

3.6 Prior to starting work under the Contract, the CONTRACTOR shall prepare an updated written project plan, referred to as the Project Control Document (PCD) that details all tasks, schedules and deliverables which will be reviewed by the County against the PCD submitted in the RFP. COUNTY's Project Director or Project Manager must review and approve in writing CONTRACTOR's PCD prior to CONTRACTOR beginning work under this Agreement. All changes and modifications to the PCD shall be reviewed and approved by COUNTY's Project Director or Project Manager. The PCD shall include, but not be limited to the following:

3.6.1 Quality Assurance Plan (QAP)

3.6.2 Implementation Plan

3.6.3 Back-up Disaster Recovery Plan

3.6.4 Project Plan using automated software, such as MS Project

#### **4.0 QUALITY CONTROL**

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) and Security Plan to assure the COUNTY a consistently high level of service throughout the term of the Agreement. Both Plans shall be submitted to COUNTY'S Project Manager for review and approval prior to beginning work under the Agreement. The plans shall include, but may not be limited to the following:

## 4.1 QUALITY CONTROL PLAN

### 4.1.1 Monitoring

CONTRACTOR must include its method for monitoring the number of documents, microfiche and/or microfilm picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned.

### 4.1.2 Data Integrity and Image Clarity

CONTRACTOR shall describe its methods for maintaining the integrity of the data extracted and assuring the clarity of the scanned images.

### 4.1.3 Imaging Accuracy

CONTRACTOR shall describe its methods for meeting a ninety-nine percent (99%) accuracy of converted/scanned images.

### 4.1.4 Imaging Accuracy Variance

CONTRACTOR shall describe its method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images.

### 4.1.5 Exception Report

CONTRACTOR shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed CONTRACTOR's internal quality control process. The report will also include the sample size of the batch that was reviewed and the number of packages in error.

### 4.1.6 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first

identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

#### 4.2 SECURITY PLAN

CONTRACTOR's Security Plan will explain the procedures to be used to prevent theft or unauthorized access to and/or dissemination of COUNTY data and documents and photographic images, sound recordings, Compact Discs, and/or DVDs.

### 5.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in Sub-paragraph 8.16 (County's Quality Assurance Plan) of the Contract.

#### 5.1 QUARTERLY MEETINGS

Contractor is required to attend any scheduled meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

#### 5.2 CONTRACT DISCREPANCY REPORT (TECHNICAL EXHIBIT 1)

5.2.1 Verbal notification of a Contract discrepancy shall be made to the COUNTY'S Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

5.2.2 COUNTY'S Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of

this document, the CONTRACTOR is required to respond in writing to COUNTY's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to COUNTY'S Project Manager within ten (10) workdays.

### **5.3 COUNTY OBSERVATIONS**

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

## **6.0 DEFINITIONS**

### **6.1 SHERIFF**

- 6.1.1 Booking Jacket Package (BJP): This report consists of the documentation of an inmate's whole "history" while in custody at one of the Department's custodial facilities. Documents may include, but is not limited to, the booking jacket itself, booking and property record, prisoner clothing inventory, medical screening form, Removal Order for in-custody defendants, jail custody record, Criminal History Name Information, Criminal fingerprint card, jail wrist band, forms generated in court, such as Abstract of Judgment, Order for Release, Court Release, Temporary Commitment, Commitment to County Jail, and bail information. The documents are of varying sizes, paper type, and color. Every Booking Jacket Package consists of a set of six index

information fields: Booking number, Booking/Arrest date, folder type, document type, first and last names.

6.1.2 Incident Report Package (IRP): Report is initiated as a result of a reported incident, usually out in the field, and is a documentation of the events surrounding the reported incident. The documentation may include, but is not limited to, LASD Incident Report, Crime Analysis Form-Suspect/Subject Information, Probable Cause Declaration/Arrest Review, Criminal History Name Inquiry, Consolidated Criminal History Reporting System (CCHRS) Inquiry, Urine Test Admonishment, Supplementary Loss Report, Driver History Inquiry, Juvenile Petitions, Los Angeles County Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle. The documents are of varying sizes, paper type and color. Each IRP consists of a set of six index information fields: Uniform Reporting Number (URN), report date, folder type, document type, first and last names.

6.1.3 Station Booking Package (SBP): This report is maintained in the various stations and documents an arrestee's activities at the station. The SBP may include, but is not limited to: Jail Booking and Property Record, Wrist Band, Additional Charges and Holds Record, Los Angeles County Unified Arrestee Medical Screening, Driver History Inquiry, Criminal History Name Inquiry, Consolidated Criminal History Reporting System Inquiry, Station Jail Prisoner Classification Questionnaire, Warrant Verification Factors, Station Jail Orientation, Crime Summary, Information Probable Cause

Declaration/Arrest Review and Bond information. The documents are of varying sizes, paper type and color. Each SBP has a set of six index information fields: Booking number, booking date, folder type, document type, first and last names.

6.1.4 Loose Papers (LSP): Consists of miscellaneous documents that may be part of booking or incident packages, but were found or maintained separately from the main report.

6.1.5 Sheriff's Integrated Records Retrieval and Assembly System (SIRRAS): Sheriff's Department computerized system that stores all incident and booking and other documents on electronic media, involving converting all microfiche and microfilm storage to electronic media and digital imaging of all hardcopy documents. All documents or converted microfilm images must be compatible with the SIRRAS Visiflow application. The Contractor will be responsible for any modifications to allow for compatibility.

6.1.6 Microfilm Reels: These reels contain Incident Reports and Booking information to be converted into digitized images using the at least two indices: Microfilm Address, and/or URN/Booking Number , and/or Date. The total number of reels are 12,249 with an average of 6000 images/reel.

## 6.2 DISTRICT ATTORNEY

6.2.1 Felony Case File (FCF): This file consists of documents related to the prosecution of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition,



Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every District Attorney Case File Jacket Package consists of a set of three to four primary fields: Defendant(s) First Name, Last Name, DA Case Number, and /or Court Case Number.

- 6.2.2 Misdemeanor Case File (MCF): This file consists of documents related to the prosecution of a defendant charged with a misdemeanor as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts,

Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Each IRP. Every District Attorney Case File Jacket Package consists of a set of six fields: Uniform Reporting three to four primary fields: Number (URN), report date, folder type, document type, first and last names. Defendant(s) First Name, Last Name, DA Case Number and/or Court Case Number.

6.2.3 Investigation Case File (ICF): This file contains documents related to criminal investigations conducted by the District Attorney's Bureau of Investigation. Documents include but are not limited to: Interview Reports, Arrest Documents, Evidentiary Documentation, Case Notes, Investigation Reports, photographs and miscellaneous correspondence. Every District Attorney Investigation File Jacket Package consists of a set of five primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date Reopened.

6.2.4 Loose Papers (LSP): Consists of miscellaneous documents that may be part of booking, case file or incident packages, but were found or maintained separately from the main file.

## 6.3 PROBATION DEPARTMENT

6.3.1 The Probation File consists of a **legal size** file folder containing documents related to the investigation and supervision activities performed by a Deputy Probation Officer while investigating or supervising the defendant/minor.

6.3.1.1 The Adult Probation File (APF) contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick. Manila folder cover containing Probation Identifier is to be imaged as a record separator. The index for the imaged file will include the file descriptor for Adult Probation File (APF), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

6.3.1.2 The Juvenile Probation File (JPF) contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards,

probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick and include a California Youth Authority File. Manila folder cover containing Probation Identifier is to be imaged as a record separator. The index for the imaged file will include the file descriptor for Juvenile Probation File (JPF), Probation Identifier (PDJ Number), Juvenile Automated Index Number (JAIN Number), Last Name, First Name, and Court Case Number.

6.3.2 A Financial Services File consists of a **letter size** file folder with fasteners containing information regarding the restitution requirements of a defendant/minor.

6.3.2.1 An Adult Restitution File (ARF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator. The index for the imaged file will include the file descriptor for Adult Restitution File (ARF), Probation Identifier (X-Number), Collection and Accounts Receivable System

(CARS) Number, Last Name, First Name, and Court Case Number.

6.3.2.2 A Juvenile Restitution File (JRF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator. The index for the imaged file will include the file descriptor for Juvenile Restitution File (JRF), Centralized Restitution System (CRS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

6.3.2.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to the letter size file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Account Number is to be imaged for use

as a record separator. The index for the imaged file will include the file descriptor for Juvenile Reimbursement File (JRB), Collection and Accounts Receivable System (CARS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

6.3.3 Pretrial Packets (PRP) consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. The index for the imaged file will include the file descriptor for Pretrial Packets (PRP), Application Number, Last Name, and First Name.

6.3.4 Microfilm reel conversion documents are contained on 36,000 reels of standard sized microfilm containing previously imaged documents of the type described in 6.3.1 – 6.3.3 above and their indices.

6.3.4.1 Central Records currently has 28,380 reels of microfilmed Adult Probation Files. The index for the imaged file will include, the file Folder Type of APM (Adult Probation Files Microfilm), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

6.3.4.2 Pretrial Services currently has 5,156 reels of microfilmed Pretrial packets. The index for the imaged

file will include, the file Folder Type of PRM (Pretrial Microfilm), Application Number, Last Name, and First Name.

6.3.4.3 Budget and Fiscal currently has 1,188 reels of Adult and 1,028 reels of Juvenile microfilmed files.

6.3.4.3.1 The index for the Adult Financial will include the file Folder Type of AFM (Adult Financial Services Microfilm), Probation Identifier, CARS Number, Last Name, First Name, and Court Case Number.

6.3.4.3.2 The index for the Juvenile Financial will include the file Folder Type of JFM (Juvenile Financial Services Microfilm), CRS Number, Probation Identifier, Last Name, First Name, and Court Case Number.

6.3.4.3.3 The index for the Juvenile Reimbursement will include the file Folder Type of JRM (Juvenile Reimbursement Microfilm), CARS Number, Probation Identifier, Last Name, First Name, and Court Case Number.

6.3.5 Imaged documents will be integrated into Los Angeles County Probation's online Probation Enterprise Document Management System (PEDMS). It uses eiStream's NETFYI software.

#### 6.4 DEPARTMENT OF PUBLIC SOCIAL SERVICES

- 6.4.1 Services to be provided to the Los Angeles County Department of Public Social Services (DPSS) are microfiche image recovery services that differ substantially from source document microfilming or more standard microfilm scanning services. The microfiche requiring conversion are primarily vesicular microfiche copies that are in a deteriorating condition that require recovery services in order to preserve as much of their content as possible.

In light of the deteriorating condition of the files, and the need for specific expertise to be applied to the recovery of document images, CONTRACTOR shall be exempt from restrictions on the use of subcontractors. COUNTY requires notification and the right to review subcontract labor that may be used by CONTRACTOR, but understands that there will be a need for specialized support in order to ensure that a maximum number of images are recovered from existing microfiche copies. Any subcontractor used by CONTRACTOR is subject to all of the terms and conditions agreed to by CONTRACTOR, and will be subject to the Confidentiality Agreement of the Los Angeles County Department of Social Services (DPSS). Subcontractor's employees must complete and sign DPSS Confidentiality Agreement.

In light of the content of the microfiche, COUNTY acknowledges that there is personal identifying information contained on the microfiche, CONTRACTOR'S personnel must sign DPSS Confidentiality Agreements. However, in meeting the DPSS confidentiality requirements, CONTRACTOR'S personnel and subcontractor personnel are not required to complete the



background security clearance process put in place for the District Attorney, Sheriff and Probation Department projects..

6.4.2 Due to the specialized nature of the work to be performed COUNTY requires that its own Project Manager serve as the project point person for the duration of the recovery project. The Department of Public Social Services shall also appoint a Project Manager to ensure timely and effective communications and to resolve issues that may arise. CONTRACTOR and DPSS Project Managers will make use of verbal and email communications and will make use of the "Issues Log" referenced elsewhere in this agreement to handle and manage any and all issues that may arise during the course of the project.

6.4.3 CONTRACTOR and its qualified subcontractors shall perform the following functions:

6.4.3.1 Scan microfiche frames at 200 DPI

6.4.3.2 General Requirements: Perform image quality control to ensure that images are of the best legibility possible, and as complete as possible. DPSS acknowledges that image legibility may prove to be an issue when CONTRACTOR scans frames that are out of focus, were copied incorrectly from one copy to another, or are of low contrast from the microfiche being scanned. COUNTY further acknowledges that image legibility will have a direct effect on CONTRACTOR's ability to generate complete index information from the images. COUNTY agrees that partial indexes are acceptable and will be paid for by COUNTY.

As CONTRACTOR will be working from duplicate microfiche, of suspect quality, the overall "bad image, missing image, and lack of proper index" will materially impact the delivered product. COUNTY acknowledges that CONTRACTOR will not be able to and will not be responsible for generating readable images from areas that are "out of focus", or where the microfiche duplication process was not an "emulsion-to-emulsion" print process. Further, DPSS acknowledges that some areas on the microfiche are blank and other areas have scratches or other blemishes obscuring data. These problems may result in microfiche images that either cannot be reproduced, or where quality problems may arise.

6.4.3.2.1 At the end of the image recovery processing, CONTRACTOR shall provide a "suspect image list" of bad or missing images. These images may be addressed by COUNTY using a CONTRACTOR providing specialized Single-Event Scan Tool, ["the Scan Tool"] allowing user to process single image conversions from microfiche as they may be discovered in the future.

6.4.3.2.2 CONTRACTOR will format the delivered images into a standard single page, Group IV 2D tiff image, with specific index data required by COUNTY.

6.4.3.2.3 CONTRACTOR will provide DVDs when microfiche are returned. Delivery schedules will be specified at the time the Project commences, with a schedule involving a minimum of one (1) pickup per month.

#### 6.4.3.3 SPECIFIC REQUIREMENTS:

6.4.3.4 CONTRACTOR will furnish an itemized list of what was delivered as to the specific microfiche, and a description of images delivered, and will include a listing of those microfiche images that were not converted, and were not indexed.

6.4.3.4.1 Each Image will be considered to be of "good" and "acceptable" quality if CONTRACTOR is able to index first and last case number for a given image.

6.4.3.4.2 The timeline for this conversion project will be ten-to-twelve (10 – 12) months, with billing occurring on a monthly basis for work that has been delivered.

6.4.3.4.3 CONTRACTOR shall ensure that no unauthorized distribution or disclosure of confidential information will take place.

6.4.3.4.4 All electronic representations of images and index data are the sole property of COUNTY, and, at project completion, CONTRACTOR will furnish to DPSS a certification of data removal from its systems.

6.4.3.4.5 The microfiche count is estimated at 50,000 microfiche and the image count is estimated at 13,000,000 images. COUNTY (DPSS) will be invoiced initially for every image since CONTRACTOR will attempt to process every image whether or not the process results in

acceptable, or good images, or those that could not successfully be recovered.

6.4.3.4.6 All delivered microfiche will have individual frames scanned. Indexing, where available, will include the following: (1) Report name and date as noted in the microfiche header (###mmddyy), (2) first and last case number on each individual frame (up to 9 numeric characters per case number), (3) X&Y fiche coordinates for each individual frame indexed (3 positions). Los Angeles County DPSS understands that its specified indexing requirements will limit [estimated to be no more than 22%], but not eliminate "false hits" in the search process, and that staff will continue to search frames in which specific case references may or may not exist. Microfiche grid coordinates are noted as follows:

**Microfiche Frame Number Reference Table (Page Coordinates)**

**Format # 1**

B01	B02	B03	B04	B05	B06	B07	B08	B09	B10	B11	B12	B13	B14	B15	B16	B17
C01	C02	C03	C04	C05	C06	C07	C08	C09	C10	C11	C12	C13	C14	C15	C16	C17
D01	D02	D03	D04	D05	D06	D07	D08	D09	D10	D11	D12	D13	D14	D15	D16	D17
E01	E02	E03	E04	E05	E06	E07	E08	E09	E10	E11	E12	E13	E14	E15	E16	E17
F01	F02	F03	F04	F05	F06	F07	F08	F09	F10	F11	F12	F13	F14	F15	F16	F17
G01	G02	G03	G04	G05	G06	G07	G08	G09	G10	G11	G12	G13	G14	G15	G16	G17
H01	H02	H03	H04	H05	H06	H07	H08	H09	H10	H11	H12	H13	H14	H15	H16	H17
I01	I02	I03	I04	I05	I06	I07	I08	I09	I10	I11	I12	I13	I14	I15	I16	I17
J01	J02	J03	J04	J05	J06	J07	J08	J09	J10	J11	J12	J13	J14	J15	J16	J17
K01	K02	K03	K04	K05	K06	K07	K08	K09	K10	K11	K12	K13	K14	K15	K16	K17
L01	L02	L03	L04	L05	L06	L07	L08	L09	L10	L11	L12	L13	L14	L15	L16	L17
M01	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	M13	M14	M15	M16	M17
N01	N02	N03	N04	N05	N06	N07	N08	N09	N10	N11	N12	N13	N14	N15	N16	N17
O01	O02	O03	O04	O05	O06	O07	O08	O09	O10	O11	O12	O13	O14	O15	O16	O17

P01	P02	P03	P04	P05	P06	P07	P08	P09	P10	P11	P12	P13	P14	P15	P16	P17
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## Format # 2

A01	A02	A03	A04	A05	A06	A07	A08	A09	A10	A11	A12	A13	A14	A15	A16	A17
B01	B02	B03	B04	B05	B06	B07	B08	B09	B10	B11	B12	B13	B14	B15	B16	B17
C01	C02	C03	C04	C05	C06	C07	C08	C09	C10	C11	C12	C13	C14	C15	C16	C17
D01	D02	D03	D04	D05	D06	D07	D08	D09	D10	D11	D12	D13	D14	D15	D16	D17
E01	E02	E03	E04	E05	E06	E07	E08	E09	E10	E11	E12	E13	E14	E15	E16	E17
F01	F02	F03	F04	F05	F06	F07	F08	F09	F10	F11	F12	F13	F14	F15	F16	F17
G01	G02	G03	G04	G05	G06	G07	G08	G09	G10	G11	G12	G13	G14	G15	G16	G17
H01	H02	H03	H04	H05	H06	H07	H08	H09	H10	H11	H12	H13	H14	H15	H16	H17
I01	I02	I03	I04	I05	I06	I07	I08	I09	I10	I11	I12	I13	I14	I15	I16	I17
J01	J02	J03	J04	J05	J06	J07	J08	J09	J10	J11	J12	J13	J14	J15	J16	J17
K01	K02	K03	K04	K05	K06	K07	K08	K09	K10	K11	K12	K13	K14	K15	K16	K17
L01	L02	L03	K04	L05	L06	L07	L08	L09	L10	L11	L12	L13	L14	L15	L16	L17
MC1	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	M13	M14	M15	M16	M17
N01	N02	N03	N04	N05	N06	N07	N08	N09	N10	N11	N12	N13	N14	N15	N16	N17
O01	O02	O03	O04	O05	O06	O07	O08	O09	O10	O11	O12	O13	O14	O15	O16	O17

### 6.4.4 Multiple pass process description

6.4.4.1.1 CONTRACTOR shall employ a multiple pass process to ensure that COUNTY has the best opportunity to recover images from the existing microfiche. After the anticipated three passes, CONTRACTOR will provide COUNTY the Scan Tool to allow user to process single image digitizing from microfiche as they may be discovered in the future. Title to the Scan Tool passes to the COUNTY upon delivery along with any manufacturer warranty. COUNTY will then be responsible for maintaining the Scan Tool as well as providing and maintaining an appropriate fiche viewer to host the Scan Tool. The multiple pass process will be based upon the following assumptions, as follows:

6.4.4.1.2 Potential for three passes in order to obtain best images from microfiche copies.

6.4.4.1.3 Indexing of multiple fields, including: Report name and date, first and last case number of each frame, fiche number and X/Y coordinate of each frame (needed for cross-reference purposes).

6.4.4.1.4 For calculation estimates we have assumed an initial reject rate of 10% of the

13,000,000 images at completion of first pass, and 50% of the total microfiche set will contain at least one image that could not be captured. The result then is that approximately 25,000 fiche containing 1,300,000 images will be rescanned on a second pass.

6.4.4.1.5 Before a second pass is conducted, CONTRACTOR will provide COUNTY with a "pick list" of problem fiche and problem images within the fiche to allow COUNTY to select better fiche copies from the remaining two sets that the COUNTY uses. These approximately 25,000 fiche will be used as input for the second pass. CONTRACTOR will bill the COUNTY for only those fiche processed and images scanned on the second and subsequent passes.

6.4.4.1.6 Assuming a second pass reject rate of half of the fiche and 30% of the images the second pass scan yields 12,500 fiche containing 390,000 rejected images.

6.4.4.1.7 Similarly, a third pass may be requested by the COUNTY with an anticipated result of a smaller quantity of rejected images.

6.4.4.1.8 After the third pass OR 90 calendar days from the date CONTRACTOR provides the COUNTY the "pick list" from the first pass CONTRACTOR may assume the COUNTY is satisfied with the results and no more scan or passes are required. The CONTRACTOR may proceed to providing the COUNTY with the Scan Tool.

6.4.4.1.9 The Scan Tool will be provided by CONTRACTOR to COUNTY for the users to continue to scan/convert specific images from microfiche as they may be discovered or come available.

6.4.4.1.10 Assumes that end-user will have complete reports regarding rejected frames, sufficiently specific to identify the individual microfiche and frames that are included in the rejection report.

6.4.4.2 Reports provided by CONTRACTOR shall be used by COUNTY to determine which microfiche frames could not be copied, and COUNTY will make its best effort to

secure the most readable copy for a secondary pass.  
The same procedure will be put in place by COUNTY  
for any needed third pass.

6.4.4.3 Billing Rates and Charges will be applied as noted in  
section 6.4.5 for each pass.

#### 6.4.5 Billing Rate and Charges

It is agreed to by both CONTRACTOR and COUNTY that DPSS  
will be billed based on the production steps noted below. Billing  
will involve all three components shown below and on Exhibit B  
attached hereto. Examples of estimated results are shown below  
to illustrate the three image recovery processing passes.

##### 6.4.5.1 Production Pass # 1:

<u>Item</u>	<u>Quantity</u>
# of Microfiche Transmittals	50,000
# of Microfiche Images	14,000,000
# of DVDs Created	50,000

Production Pass # 2 – Estimations are based on assumptions noted  
in section 6.4.4.

<u>Item</u>	<u>Quantity</u>
# of Microfiche Transmittals	25,000
# of Microfiche Images	1,300,000 (10%)
# of DVDs created	NO ADDITIONAL COST

Production Pass # 3 – Estimations are based on assumptions noted  
in section 6.4.4.

<u>Item</u>	<u>Quantity</u>
# of Microfiche Transmittals	12,500

# of Microfiche Images	390,000 (10%)
# of DVD's Created	NO ADDITIONAL COST

#### 6.4.6 COUNTY (DPSS) Responsibilities:

6.4.6.1 DPSS Staff will be responsible for the following tasks:

6.4.6.1.1 Providing the best microfiche copy to ensure that CONTRACTOR can provide the best available scanned image.

6.4.6.1.2 Provide at least 5,000 microfiche per month to CONTRACTOR

6.4.6.1.3 Be prepared to accept the return of work completed monthly

6.4.6.1.4 Assume title to and all operational aspects of the CONTRACTOR provided Scan Tool. COUNTY will also provide and maintain suitable "host" fiche viewing equipment to allow installation of Scan Tool for users to digitize individual images after the image recovery process has been completed by CONTRACTOR.

#### 6.4.7 Additional Provisions

6.4.7.1 This Statement of Work will be deemed to be approved upon acceptance of the contract amendment by COUNTY. Approval of the contract amendment shall be considered to be full authorization to begin the project.

6.4.7.2 Unless otherwise agreed to by CONTRACTOR and COUNTY, work will be performed during the hours of 8:00 a.m. and 5:00 p.m., Monday, through Friday, excluding scheduled COUNTY holidays. Any services required beyond the



stated hours must be agreed to by CONTRACTOR and COUNTY, in advance.

6.4.7.3 This Statement of Work will be governed by the general terms and conditions of this agreement, except as noted in Section 6 of the Statement of Work.

6.4.7.4 The deliverables anticipated under this Statement of Work will be deemed to have been fulfilled upon the completion of the delivery of images from Production Pass # 3, as noted in item 6.4.5 above, and COUNTY'S acceptance of the Screen Scan Tool.

## **7.0 RESPONSIBILITIES**

The COUNTY's and the CONTRACTOR's responsibilities are as follows:

### **7.1 COUNTY**

#### **7.1.1 Personnel**

The COUNTY will administer the Contract according to Paragraph 6 (Administration of Contract - County) of the body of the Contract. Specific duties will include:

7.1.1.1 Monitoring the CONTRACTOR's performance in the daily operation of this Contract.

7.1.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information, and procedural requirements.

- 7.1.1.3 Preparing Change Notices in accordance with Sub-paragraph 8.4 (Change Notices and Amendments) of the body of the Contract .
- 7.1.1.4 Contractor is responsible for making compatability with the software application(s) used by the County.
- 7.1.1.5 In the event that data is lost by the County, due to unforeseen circumstances, the Contractor shall provide a copy of the lost data in the format specified County.
- 7.1.1.6 In the event that a transmittal sheet is not in the box submitted to the Contractor, at the request of the County, the Contractor shall index the box contents and provide a listing to the County in the format specified by the County.
- 7.1.1.7 In the event that the Banker's box that was submitted by the County was damaged or not in the condition which was originally submitted to the Contractor, the Contractor shall replace the box with a standard Banker's box.

#### 7.1.2 Furnished Items

- 7.1.2.1 With the exception of document/microfilm pick-up and return, all work shall be done at CONTRACTOR's facility. However, in the event that it is necessary for CONTRACTOR to perform work at COUNTY's facility, COUNTY may provide the following to the

CONTRACTOR only when CONTRACTOR is on site at the Records and Identification Bureau, Probation Department Central Records Facility and District Attorney Archive Facility:

7.1.2.2.1 Office space with appropriate furniture

7.1.2.2.2 Personal computer system

7.1.2.2.3 Telephone

7.1.2.2.4 Paper supplies

7.1.2.2.5 Photocopier

7.1.2.2 COUNTY shall provide to CONTRACTOR on a regular basis all reports and records for processing as specified in Section 9.0 of this Statement of Work. Please note that the box size referenced refers to a standard Banker's Box.

7.1.2.2.1 District Attorney, Probation Department, Sheriff's stations, and other custodial facilities shall be responsible for determining which files will be sent to RIB, IRC, Probation's Central Records Section, Pretrial Services Division or Budget and Fiscal Services or the DA archive Facility for pick-up by CONTRACTOR.

7.1.2.2.2 District Attorney, Probation Department, Sheriff's station, and other facility staff shall store all documents/reports for imaging in standard packing boxes. Each box shall be labeled with name of facility,

organization, box number, brief content description, and the number of records/documents contained in the box.

- 7.1.2.2.3 For the Sheriff, boxed records shall be bundled in stacks of 100 records. The Total number of records in each box will vary between 700 and 1,000 records. For District Attorney, total number of case records in each box will vary between 1-30 for Felony Case Files (FCF), 45-50 for Misdemeanor Case Files (MCF) and 1-50 for Investigation Case Files (ICF).
- 7.1.2.2.4 For the Probation Department, boxed files from Central Records will average about 30 files per box, from Pretrial Services will average about 300 packets per box, and from Budget and Fiscal Office will average about 45 files per box.
- 7.1.2.2.5 District Attorney, Probation Department, Sheriff's station, and other facility staff shall create an index/transmittal sheet of all boxes sent to CONTRACTOR for imaging. Such index shall identify each record sent for imaging according to the report's Uniform Report Number (URN) or Court Case Number or Investigation Case Number.
- 7.1.2.2.6 For Sheriff, all boxed records shall be delivered to RIB's Archives located at the Sheriff's Central Warehouse facility, or IRC, depending on location of the facility.

For District Attorney, all boxed records shall be delivered to their Commerce Archive Facility.

7.1.2.2.7 (Please delete because our documents will be in pencil and there is no way to guarantee ink) For the District Attorney, some case file documents may be written in pencil. If, after scanning and rescanning, a document completed in pencil cannot be effectively imaged, then CONTRACTOR may return such document to COUNTY.

7.1.2.2.8 Probation Department boxes (files/packets) picked up at Pretrial Services Division sites and Central Records Section site will be returned to Central Records Section within five days of pickup for quality review and forwarding to storage or destruction.

7.1.2.2.9 Probation Department boxes (files) picked up at Budget and Fiscal Services sites shall be returned within 5 days of pickup to Property and Supply at 2615 S. Grand Ave for storage.

## 7.2 CONTRACTOR

### 7.2.1 Project Manager

7.2.1.1 CONTRACTOR shall provide a full-time Project Manager and designated alternate. COUNTY

must have access to the Project Manager and/or designated alternate at all times, seven (7) days per week. CONTRACTOR shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

7.2.1.2 Project Manager shall act as a central point of contact with COUNTY's Project Manager.

7.2.1.3 CONTRACTOR's Project Manager and alternate must demonstrate previous experience, within the last 5 years, in the management of work similar in scope, size and complexity as COUNTY's requirements.

7.2.1.4 Project Manager/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

## 7.2.2 Personnel

7.2.2.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee at CONTRACTOR's site shall be authorized to act for CONTRACTOR and must speak and understand English. All personnel assigned to perform any task related

to this contract shall undergo a Background investigation to ensure that these persons are with good moral character and integrity. Contractor shall ensure that by the first day of employment, all persons with access to the records submitted by the Sheriff's, District Attorney, Probation Department and the Department of Public Social Services shall have undergone a background investigation as well as signed a Criminal Offender Record Information Statement. The signed CORI Information Statement copies shall be forwarded to each department within 5(five) business days of start of employment.

#### 7.2.2.2 Uniforms/Identification Badges

7.2.2.2.1 CONTRACTOR employees assigned to pick up documents and records from COUNTY facilities shall wear an appropriate uniform at all times.

7.2.2.2.2 Uniform shall consist of a shirt with the company name on it.

7.2.2.2.3 Uniform pants are optional. All uniforms, as required and approved by the Project Director or his/her designee, will be provided by and at CONTRACTOR's expense.

7.2.2.2.4 Contractor shall furnish and require every on-duty employee to wear a visible photo

identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

#### 7.2.3 Materials and Equipment

The purchase of all materials/equipment to provide the required imaging, microfiche and microfilm conversion services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by its employees.

#### 7.2.4 Training

7.2.4.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

7.2.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards, as appropriate.

7.2.4.3 All employees shall be trained in the secure and confidential handling of COUNTY documents.

#### 7.2.5 CONTRACTOR'S Office



CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. At least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR's performance of the Contract, shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.

### **7.3 WORK SCHEDULES**

7.3.1 CONTRACTOR shall submit for review and approval its work schedule to COUNTY's Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.

7.3.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to COUNTY's Project Manager for review and approval within five (5) working days prior to scheduled time for work.

## **8.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR**

CONTRACTOR must provide the following document imaging and related services:

### **8.1 DOCUMENT PICK-UPS AND RETURN**

- 8.1.1 CONTRACTOR and COUNTY's Project Manager, working with each department, shall develop a document/microfilm/microfiche pick-up and return schedule for each department. COUNTY's staff will call CONTRACTOR prior to the scheduled pick-up if there are no boxes ready for pick-up. In the event of unusually high volume, the COUNTY will call the CONTRACTOR and give the number of boxes so CONTRACTOR can determine which vehicle will be required.
- 8.1.2 COUNTY shall provide CONTRACTOR with records/documents that are stored in adequately marked boxes. CONTRACTOR will pick-up these boxes from Locations specified in section 3.4.
- 8.1.3 Upon arrival with new boxes from COUNTY facilities, CONTRACTOR shall check each box against the index/transmittal sheet prepared by County personnel, if such document was prepared, to confirm they are the correct boxes. These boxes shall be stored in a secure area until CONTRACTOR's employees can prepare the documents for imaging.
- 8.1.4 The CONTRACTOR shall be required to digitally image documents contained within a file in the same sequence as originally received. CONTRACTOR shall also return to COUNTY documents within a file in the same sequence as originally received.
- 8.1.5 The resulting electronic images and their indices shall be in an Oracle or ODBC compatible format in an online based repository.

## 8.2 SHERIFF DOCUMENTS

Sheriff documents consist of several types of records, which include the following:

- 8.2.1 Incident Report Package (IRP) consists of a stapled bundle of single and/or double-sided paper, forms, and cards and photographs of varying sizes, type and color that reference a reported incident.
- 8.2.2 Booking Jacket Package (BJP) consists of a stapled bundle of single and/or double-sided papers, forms, and cards of varying sizes, type of paper and color, which are generated in any of the SHERIFF's facilities.
- 8.2.3 Station Booking Package (SBP) consists of a stapled bundle of single and/or double-sided paper, forms, cards of varying sizes, type of paper and color, which are reports generated in the various SHERIFF's stations.
- 8.2.4 Loose Papers (LSP) are miscellaneous documents of varying sizes, types of paper and color. These are usually loose documents from previously scanned and processed records.
- 8.2.5 Microfilm Reels (MIC), include documents and reports (IRP, BJP, SBP, LSP) dating from 1969 through 2000.
- 8.2.6 Contractor shall separate booking slips and charge documents from the Booking Jacket Packages and Station Booking Packages after the document has been imaged and verified, while CONTRACTOR will store the remaining portions of those records for destruction as instructed by the Sheriff. The booking

slips and charge documents will be returned to RIB on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.

8.2.7 Before scanning, CONTRACTOR must separate all Injured on Duty (IOD) documents and documents labeled "Confidential" from the IRP, unless otherwise stipulated and return those documents to RIB on the next scheduled weekly document pick-up and return. The Injured on Duty and "Confidential" documents will not be imaged, but will be stored at RIB's Archives for the legally mandated period before they are destroyed.

8.2.8 CONTRACTOR shall store all Sheriff non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been imported into SIRRAS and verified, commencing on the date of pick-up from COUNTY facilities by the CONTRACTOR, or until the imaged record is successfully imported into SIRRAS, whichever comes later.

8.2.9 CONTRACTOR shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to the CONTRACTOR. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provision in the Contract, Subparagraph 8.37.

8.2.10 Sheriff Document Imaging Preparation

8.2.10.1 The monthly average workload totals about 600,000 pages. These figures are not a guaranteed monthly minimum. The figures below constitute an average that will vary on a monthly basis. The workload breakdown is as follows:

Document Report	Avg No. Boxes/Month	Avg.No. Packages/Box	Avg No Pages/Pkg Avg No Image/RI	Total No. Pages/Month Avg. No. of Reels
Incident Report Package	80	800	5	80,000
Booking Jacket Package	60	600	6	48,000
Station Booking Package	20	525	4	120
Loose Papers	5	3,800	1	19,000

Microfilmed Records	No. of Reels	Average No. of Pages/Reel	Total No. of Pages
	12,249	6,000	73,494,000

8.2.11 Documents will be imaged according to their box location. Preparation of documents for imaging shall include but not be limited to the following:

8.2.11.1 Insert separator for each new record;

8.2.11.2 Remove paper clips and/or staples;

- 8.2.11.3 Arrange papers if necessary;
- 8.2.11.4 Repair pages if torn, bent or otherwise damaged, if necessary;
- 8.2.11.5 Straighten pages;
- 8.2.11.6 Separate Booking Jackets from documents found in the file.
- 8.2.11.7 Prepare exception report for documents that are in such poor condition that they cannot be scanned

8.2.12 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

#### 8.2.13 Document Imaging and Document Enhancement

8.2.13.1 CONTRACTOR shall image documents contained in the various packages, excluding all IOD and Confidential documents according to the following specifications:

8.2.13.2 Documents shall be imaged at a minimum resolution of 200 DPI.

8.2.13.3 Image format shall be Group IV TIFF.

8.2.13.4 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and

readable. CONTRACTOR shall not de-speckle cards containing fingerprints.

- 8.2.13.5 Both sides of all documents shall be imaged, excluding blank pages. CONTRACTOR shall image the front and back of all booking jackets.

#### 8.2.14 Microfilm Conversion

CONTRACTOR shall provide the following Microfilm conversion services:

- 8.2.14.1 All original microfilm will be handled in accordance to industry standards to preserve the archival quality of each record. All film shall be inspected, cleaned and repaired as necessary.
- 8.2.14.2 CONTRACTOR shall scan all microfilm images to CCITT Group IV TIFF format standard at the requisite 200 DPI or higher, excluding blank pages.
- 8.2.14.3 CONTRACTOR shall index each record according to COUNTY's specifications.
- 8.2.14.4 CONTRACTOR shall verify all scanned images to ensure complete image capture.
- 8.2.14.5 CONTRACTOR shall de-skew and rotate images as necessary.

8.2.14.6 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.2.14.7 CONTRACTOR shall install and configure an ODBC compliant RDMS as a final platform in the Visiflow workflow for all converted data to be imported into the COUNTY's system.

8.2.14.8 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

8.2.14.9 CONTRACTOR shall provide ongoing support for the entire microfilm conversion project.

#### 8.2.15 Indexing of Packages

COUNTY will provide CONTRACTOR with the following package types and other packages, as needed that are designated by COUNTY's Project Manager for document imaging and microfilm conversion services:

8.2.15.1 Booking Jackets (BJP)

8.2.15.2 Station Booking (SBP)

8.2.15.3 Incident Reports (IRP)

8.2.15.4 Loose Papers (LSP)

8.2.15.5 Microfilm Reels (MIC)

8.2.16 CONTRACTOR shall create indices for all imaged documents in accordance with the following specifications:

8.2.16.1 Booking Jackets and Station Booking packages may have ***the following*** 4 to 6 indices:



- 8.2.16.1.1 Booking number (7 numeric)
- 8.2.16.1.2 Booking date (mmdyyy)
- 8.2.16.1.3 First Name\*
- 8.2.16.1.4 Last Name\*
- 8.2.16.1.5 Folder type (3 CHAR – values are BJP  
for Booking Jacket and SBP for Station  
Booking)
- 8.2.16.1.6 Document type (3 CHAR)

The information contained in the Booking Jacket Package from IRC or Station Booking Package may have bar codes, which may contain the information required for indexing.

8.2.16.2 Incident Report Packages may have the following 4 to 6 indices:

- 8.2.16.2.1 Uniform Report Number (URN)(15  
CHAR)
- 8.2.16.2.2 Report date (mmdyyy)
- 8.2.16.2.3 First Name\*
- 8.2.16.2.4 Last Name\*
- 8.2.16.2.5 Folder type (3 CHAR) (Values are IRP  
for incident report)
- 8.2.16.2.6 Document type (3 CHAR)

8.2.16.3 Loose paper packages shall have the following indices:

- 8.2.16.3.1 Uniform Report Number (URN) (15  
CHAR) or Booking Number (7 numeric)
- 8.2.16.3.2 Folder type (3 CHAR) (Values are LSP for  
loose papers)

8.2.16.3.3 Document type (3 CHAR)

8.2.16.4 Converted microfilm reels shall have the following indices:

8.2.16.4.1 Microfilm reel number

8.2.16.4.2 Microfilm frame number

8.2.16.4.3 Uniform Report Number (URN) (15 CHAR) or Booking Number

8.2.16.4.4 Retention

8.2.16.5 Other specified reports/pages that may have a maximum of two indices.

- \* The VENDOR will always look on documents to use a person's name. However, in the event that only a business name is available, the Vendor will use "NONE" as the First and Last Name.

8.2.17 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

8.2.18 In the event that County's stations and custodial facilities are not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor shall provide an index/transmittal sheet of documents in the particular box in the manner specified by and at the request of the County

8.2.19 Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.

8.2.20 CONTRACTOR shall create images and indices, which have formats and file naming conventions, which are fully compatible with and supported by Visiflow Connect as follows:

8.2.20.1 Image Documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by FTP, for use by the Visiflow system. The target FTP system will contain one (1) or more Image Document(s) and a single index file. Each Document Image File that is created must have an entry inserted into the Index Text File. This text file will contain a single line of index values for each and every Document Image File created by the CONTRACTOR and placed on the target FTP system. The index value should be a fixed length and separated by a delimiting character, such as a "PIPE" (|).

8.2.20.2 CONTRACTOR shall not use standard punctuation characters, such as comma or semi-colon. The last entry in the index line must represent the Document Image File location name. For example, if the Index File is located at the root, and the Image Documents are in a sub directory named "IMAGES", the last parameter in the index line should read "IMAGES\xxxxxxxx.tif, where xxxxxxxx.tif is the actual name of the Image Document. The target FTP system should be built to NOT use a

directory structure; in other words, the single Index File and multiple Image Document Files should be placed in single directory structures off of the root.

8.2.20.3 Image Document Files should be created to TIFF Group 4 Multi-Page standards. Each package (Booking Jacket Package, Incident Report Package, and Station Booking Package) will contain one or more documents. Each document file will contain one or more pages related as a single entity. For example, a single Booking Jacket Package may contain multiple documents, each of which may contain multiple pages. A single document will represent a single image file on the Target FTP System and a single entry in the Index File.

8.2.20.4 Each folder at the folder level will contain indices based upon the folder type.

8.2.20.4.1 Booking Jacket and Station Booking Packages will contain one or more documents, each of which shall have a data value placed in the following index fields (indices):

8.2.20.4.1.1 Folder\_Type – 3 CHAR – values BJP, and SBP.

8.2.20.4.1.2 Document\_Type – 3 CHAR

8.2.20.4.1.3 Booking\_Number – 7 Numeric

8.2.20.4.1.4 Booking Date – mmddyy

8.2.20.4.1.5 Last Name

8.2.20.4.1.6 First Name

8.2.20.4.2 Incident Report documents shall have data values placed in the following index fields (indices):

8.2.20.4.2.1 Folder\_Type – 3 CHAR – values IRP

8.2.20.4.2.2 Document\_Type – 3 CHAR

8.2.20.4.2.3 Uniform Report Number (URN) (15 CHAR)

8.2.20.4.2.4 Report\_Date – mmddyyyy

8.2.20.4.3 Loose Paper documents shall have data values placed in the following index fields (indices):

8.2.20.4.3.1 Folder\_Type – 3 CHAR – values LSP

8.2.20.4.3.2 Document\_Type – 3 CHAR

8.2.20.4.3.3 Uniform Report Number (URN) (15 CHAR) and/or Booking Number (7 CHAR)

8.2.20.4.4 Microfilm reel conversion documents will have data values placed in the following index fields (indices):

8.2.20.4.4.1 Retention

8.2.20.4.4.2 Microfilm reel number

8.2.20.4.4.3 Microfilm frame number

8.2.20.4.4.4 Uniform Report Number  
(URN) (15 CHAR) or Booking  
number

8.2.21 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.2.17.

8.2.22 CONTRACTOR shall store this repository of images and indices on a computer server accessible by FTP, for use by the VisiFLOW system and shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide COUNTY online web access of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public and law enforcement document requests.

8.2.23 CONTRACTOR shall be solely responsible for all hardware, software and related professional services required for the complete process of creating, maintaining, transmitting, and receipt of data from the data repository by the County. These services shall also include software and hardware maintenance, including, but not limited to, any equipment and/or software upgrades and/or enhancements, and/or professional services.

8.2.24 CONTRACTOR shall provide COUNTY access to the file server, where scanned images are stored, on a 24/7 schedule and VENDOR must meet the security requirements of the COUNTY.

Contractor shall, upon request by the County, provide copies of any images stored in this file server.

8.2.25 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY at the agreed upon fee. The Contractor shall transmit this data within 5 business days in the format specified by the County.

8.2.26 COUNTY shall import the data repository into the COUNTY's SIRRAS system on a regular basis as determined and specified by the County.

8.2.27 CONTRACTOR shall retain the data repository until notified by COUNTY.

8.2.28 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository into County system.

### 8.3 DISTRICT ATTORNEY DOCUMENTS

8.3.1 District Attorney documents to be imaged consist of several types of records, which include the following:

8.3.11.1 Felony Case File (FCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

- 8.3.11.2 Misdemeanor Case File (MCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- 8.3.11.3 Investigation Case File (ICF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- 8.3.2 Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. CONTRACTOR must separate these items from the Felony, Misdemeanor and Investigation Case Files and return them to the DA's Archive Facility on the next scheduled weekly document pick-up and return.
- 8.3.3 CONTRACTOR shall separate all photographs from the Felony, Misdemeanor and Investigation Case Files after the document has been imaged and verified, while CONTRACTOR will store the remaining portions of those records for destruction as instructed by the DA. All photographs will be returned to the DA's Archive Facility on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.
- 8.3.4 CONTRACTOR shall store all District Attorney non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed and verified, commencing on the date of pick-up from County facilities by CONTRACTOR, or



until the imaged record is successfully imported into District Attorney's Document Management System, whichever comes later.

8.3.5 CONTRACTOR shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to the CONTRACTOR. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provision in the Contract, Subparagraph 8.42.

8.3.6 District Attorney Document Imaging Preparation

The current total monthly average workload totals about 1.5 million pages. The workload breakdown is as follows:

Document Report	Avg No. Boxes/Month	Avg.No. Packages/Box	Avg No Pages/Pkg Avg No Image
Felony Case File	1,220	30	41
Misdemeanor Case File	*	40	30
Investigation Case File	*	80	15
Loose Papers	**	1	1,200

- \* The District Attorney plans to image Felony Case Files as a first priority. Misdemeanor and Investigation Case Files may be imaged once all of the priority files have been processed.
- \*\* Boxes containing loose papers will be forwarded for imaging on an infrequent, as-needed basis.

8.3.7 Preparation of documents for imaging shall include but not be limited to the following:

- 8.3.7.1 Insert separator for each new case record;
- 8.3.7.2 Remove paper clips and/or staples;
- 8.3.7.3 Arrange papers if necessary;
- 8.3.7.4 Repair pages if torn, bent or otherwise damaged, if necessary;
- 8.3.7.5 Straighten pages;
- 8.3.7.6 Separate Case File Jackets from documents found in the file.

8.3.8 Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

8.3.9 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

8.3.10 Document Imaging and Document Enhancement

CONTRACTOR shall image documents contained in the various packages according to the following specifications:

8.3.10.1 Documents shall be imaged at a minimum resolution of 200 DPI.

8.3.10.2 Image format shall be Group IV TIFF.

8.3.10.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. CONTRACTOR shall not de-speckle cards containing fingerprints.

8.3.10.4 Both sides of documents shall be imaged, excluding blank pages. CONTRACTOR shall image the front, insides and back of all Case File Jackets.

8.3.10.5 CONTRACTOR shall index each record according to COUNTY's specifications.

8.3.10.6 CONTRACTOR shall verify all scanned images to ensure complete image capture.

8.3.10.7 CONTRACTOR shall de-skew and rotate images as necessary.

8.3.10.8 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.3.10.9 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

#### 8.3.11 Indexing of Packages

8.3.11.1 COUNTY will provide CONTRACTOR with the following package types and other packages, as needed that are designated by COUNTY's Project Manager for document imaging services:

8.3.11.1.1 Felony Case File (FCF)

8.3.11.1.2 Misdemeanor Case File (MCF)

8.3.11.1.3 Investigation Case File (ICF)

8.3.11.1.4 Loose Papers (LSP)

8.3.11.2 CONTRACTOR shall create indices for all imaged documents in accordance with the following specifications:

8.3.11.2.1 Felony and Misdemeanor Case File packages shall have a data value placed in the following index fields:

8.3.11.2.1.1 Defendant\_Last\_Name – 20  
CHAR

8.3.11.2.1.2 Defendant\_First\_Name – 15  
CHAR

8.3.11.2.1.3 DA\_Case\_Number – 8  
Numeric

8.3.11.2.1.4 Court\_Case\_Number – 8  
CHAR

8.3.11.2.1.5 Folder\_Type – 3 CHAR (FCF,  
MCF)

8.3.11.2.2 Investigation Case File packages will contain one or more documents, each of which shall have a data value placed in the following index fields:

8.3.11.2.2.1 Investigation\_File \_Number –  
12 CHAR

8.3.11.2.2.2 Investigator\_Last\_Name – 20  
CHAR

8.3.11.2.2.3 Investigator\_First\_Name/Initial  
– 15 CHAR

8.3.11.2.2.4 Date\_Closed – mmddyyyy

8.3.11.2.2.5 Date\_Reopened - mmddyyyy

8.3.11.2.2.6 Folder\_Type – 3 CHAR (ICF)

8.3.11.2.3 Loose Paper documents shall have data values placed in the following index fields:

8.3.11.2.3.1 Defendant First\_Name – 20  
CHAR

8.3.11.2.3.2 Defendant Last\_Name – 15  
CHAR

8.3.11.2.3.3 DA\_Case\_Number – 8  
Numeric (If folder type = FCF  
or MCF)

8.3.11.2.3.4 Court\_Case\_Number – 8  
CHAR (If folder type = FCF or  
MCF)

8.3.11.2.3.5 Investigation\_File\_Number –  
12 CHAR (If folder type = ICF)

8.3.11.2.3.6 Folder\_Type – 3 CHAR (FCF,  
MCF, ICF)

8.3.12 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

8.3.13 In the event that DISTRICT ATTORNEY staff are not able to produce an index/transmittal sheet of all packages sent to CONTRACTOR, CONTRACTOR may produce an index/transmittal sheet of documents in the particular box.

8.3.14 Upon completion of the indexing process, including verification, CONTRACTOR will separate returned documents from non-returned documents.

8.3.15 CONTRACTOR shall create images and indices according to the following specifications:

8.3.15.2 Imaged documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.

8.3.15.3 Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Felony, Misdemeanor, and Investigation Case Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Felony Case File Package may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. CONTRACTOR will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

8.3.15.4 CONTRACTOR will be required to create the image files and associated index files according

to a published format that can be provided as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. An example is the "msb" format used by Kofax or another "mass scan batch" file, though the actual convention used may be different.

8.3.15.5 Each folder at the folder level will contain indices based upon the folder type.

8.3.16 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.3.11.

8.3.17 CONTRACTOR shall store this repository of images and indices on a computer server accessible by FTP which shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide COUNTY online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public document requests.

8.3.18 CONTRACTOR shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including,



but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

8.3.19 CONTRACTOR shall provide COUNTY on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.

8.3.20 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY.

8.3.21 COUNTY shall import the data repository into the COUNTY's system on a regular basis.

8.3.22 CONTRACTOR shall retain the data repository for a minimum of thirty (30) days after the COUNTY has imported the data repository.

8.3.23 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository.

#### 8.4 PROBATION DEPARTMENT DOCUMENTS

8.4.1 Probation will provide CONTRACTOR with the following documents to be imaged:

8.4.1.1 Pretrial Packets (PRP) from Pretrial Services Division consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages,

including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms.

8.4.1.2 Probation's Budget and Fiscal Files consist of a file folder with fasteners containing information regarding the restitution/reimbursement requirements of a defendant/minor.

8.4.1.2.1 An Adult Restitution File (ARF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator.

8.4.1.2.2 A Juvenile Restitution File (JRF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to

victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator.

8.4.1.2.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to, the file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. Folder cover containing tab displaying the Account Number is to be imaged for use as a record separator.

8.4.1.3 Adult Probation Files (APF) from Central Records contain documents that may

include, but are not limited to, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Folder cover containing Probation Identifier to be imaged as a record separator.

- 8.4.1.4 Juvenile Probation Files (JPF) from Central Records contain documents that may include, but are not limited to, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Manila folder cover containing Probation Identifier to be imaged as a record separator.

8.4.2 Probation will provide CONTRACTOR with the following Microfilm reels to be converted to images. Microfilm reel conversion documents consist of 36,000 reels of standard sized microfilm (See details under section 8.4.8 Microfilm Conversion.)

- 8.4.2.1 Adult Probation Microfilm (APM)
- 8.4.2.2 Pretrial Services Microfilm (PRM)
- 8.4.2.3 Adult Financial Services Microfilm (AFM)
- 8.4.2.4 Juvenile Financial Services Microfilm (JFM)
- 8.4.2.5 Juvenile Reimbursement Microfilm (JRM)

8.4.3 Probation Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, etc. CONTRACTOR must separate these items from the folders/packets during imaging and return them following imaging to the folder/packet for return to the Probation Department.

8.4.4 Probation Document Imaging Preparation

The current monthly average workload from all Probation sites totals about 950,000 pages and breaks down as follows:

Document/Folder File Type	# Reels/Folder Type	Microfilm File	Avg Boxes/Month	No. Avg.No. Packges/Box	Avg Pages/Pkg Avg No Image	No
------------------------------	---------------------------	-------------------	--------------------	-------------------------------	----------------------------------	----

Pretrial Packets - PRP	5,156 – PRM	40	300	6
Adult Probation Files - APF	28,380 – APM	240	30	54
Juvenile Probation Files - JPF	*	240	15	100
Adult Restitution Files - ARF	1,188 – AFM	16.5	45	131
Juvenile Restitution Files - JRF	- JRM	13.5	55	110
Juvenile Reimbursement Files – JRB		1.5	50	55

- \* Juvenile Probation Files have never been microfilmed therefore there are no microfilm records to convert.

8.4.5 Contractor shall employ a computerized production tracking methodology that can provide user with batch/box location within the complete capture through release process. When requested, contractor shall produce queries showing the files currently in their possession as well as files that have already been scanned.

8.4.6 Preparation of documents for imaging shall include but not be limited to the following:

- 8.4.6.1 Insert separator for each new record/file;
- 8.4.6.2 Remove fasteners, paper clips and/or staples;
- 8.4.6.3 Repair pages if torn, bent or otherwise damaged, if necessary;
- 8.4.6.4 Straighten pages;
- 8.4.6.5 Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

8.4.7 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

8.4.8 Microfilm Conversion

CONTRACTOR shall provide the following Microfilm conversion services:

8.4.8.1 All original microfilm will be handled in accordance to industry standards to preserve the archival quality of each record. All film shall be inspected, cleaned and repaired as necessary.

8.4.8.2 CONTRACTOR shall scan all microfilm images to CCITT Group IV TIFF format standard at the requisite 200 DPI or higher, excluding blank pages.

8.4.8.3 CONTRACTOR shall index each record according to COUNTY's specifications.

8.4.8.4 CONTRACTOR shall verify all scanned images to ensure complete image capture.

8.4.8.5 CONTRACTOR shall de-skew and rotate images as necessary.

8.4.8.6 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.4.8.7 CONTRACTOR shall provide ongoing support for the entire microfilm conversion project.

8.4.8.8 CONTRACTOR shall convert each reel of microfilm into individual files. This will be accomplished by locating the "manila folder image" as a record separator, and converting all the related microfilmed images, prior to the next record separator found, as part of a single file. Each record separator will begin a new image file.

#### 8.4.9 Document Imaging and Document Enhancement

CONTRACTOR shall image documents contained in the various packages according to the following specifications:

8.4.9.1 Documents shall be imaged at minimum resolution of 200 DPI.

8.4.9.2 Image format shall be Group IV TIFF.

8.4.9.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. CONTRACTOR shall not de-speckle cards containing fingerprints.



8.4.9.4 Each electronic file shall support an unlimited number of images.

Example: 100 pages equal 100 images that will be converted to one electronic file.

8.4.9.5 Both sides of documents and all sides of file folders shall be imaged, excluding blank pages/sides.

8.4.9.6 CONTRACTOR will be required to create the image files (including the converted microfilm images) and associated index files according to a published "msb" (mass scan batch) format used by Kofax for scan batch" file as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. The use of this format results in a standard ASCII batch file and may be comma delimited.

8.4.10 CONTRACTOR shall verify all scanned images to ensure complete image capture.

8.4.11 CONTRACTOR shall de-skew and rotate images as necessary.

8.4.12 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.4.13 Final Image files must be identified, labeled and indexed to facilitate location of image.

8.4.14 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

8.4.15 Indexing of Files, Packets, Converted Microfilm Reels

8.4.15.1 COUNTY will provide CONTRACTOR with the following file and packet types :

8.4.15.2.1 Adult Probation Folders (APF)

8.4.15.2.2 Juvenile Probation Folders (JPF)

8.4.15.2.3 Adult Restitution File (ARF)

8.4.15.2.4 Juvenile Restitution File (JRF)

8.4.15.2.5 Juvenile Reimbursement File (JRB)

8.4.15.2.6 Pretrial Packet (PRP)

8.4.15.2 COUNTY will provide CONTRACT with the following microfilm types:

8.4.15.2.1 Adult Probation Microfilm (APM)

8.4.15.2.2 Pretrial Services Microfilm (PRM)

8.4.15.2.3 Adult Financial Services Microfilm (AFM)

8.4.15.2.4 Juvenile Financial Services Microfilm (JFM)

8.4.15.2.5 Juvenile Reimbursement Microfilm (JRM)

8.4.16 CONTRACTOR shall create indices for all imaged documents, in accordance with the following specifications:

8.4.16.1 Central Records – Adult Probation Folders shall be indexed using:

8.4.16.1.1 Folder\_Type – 3 Char (value = APF)

8.4.16.1.2 Probation\_Identifier – 9 Char (Adult X-  
Number value= X in first position followed  
by 8 numerics)

8.4.16.1.3 Last\_Name\* - 20 Char

8.4.16.1.4 First\_Name\* - 15 Char

8.4.16.1.5 Court\_Case\_Number – 8 Char

8.4.16.2 Central Records – Juvenile Probation Folders  
shall be indexed using:

8.4.16.2.1 Folder\_Type – 3 Char (value = JPM)

8.4.16.2.2 Probation\_Identifier – 8 Char (Juvenile  
PDJ Number value= P or 0 (zero) in first  
position followed by 7 numerics)

8.4.16.2.3 Juvenile Automated Index Number  
(JAIN) – 8 Char

8.4.16.2.4 Last\_Name\* - 20 Char

8.4.16.2.5 First\_Name\* - 15 Char

8.4.16.2.6 Court\_Case\_Number – 8 Char

8.4.16.3 Central Records – Adult Probation Microfilm  
reels shall be indexed using:

8.4.16.3.1 Folder\_Type – 3 Char (value = APM)

8.4.16.3.2 Probation\_Identifier - 9 Char (Adult X-  
Number value= X in first position followed  
by 8 numerics)

8.4.16.3.3 Last\_Name\* - 20 Char

8.4.16.3.4 First\_Name\* -15 Char

8.4.16.3.5 Court\_Case\_Number – 8 Char

8.4.16.4 Pretrial Services packets shall be indexed  
using:

8.4.16.4.1 Folder\_Type – 3 Char (value = PRP)

8.4.16.4.2 PT\_Application\_Number - 11 Char

8.4.16.4.3 Last\_Name\* - 20 Char

8.4.16.4.4 First\_Name\* - 15 Char

8.4.16.5 Pretrial Microfilm Reels shall be indexed using:

8.4.16.5.1 Folder\_Type – 3 Char (value = PRM)

8.4.16.5.2 PT\_Application\_Number\_on\_Reel – 11  
Char

8.4.16.5.3 Last\_Name\* – 20 Char

8.4.16.5.4 First\_Name\* – 15 Char

8.4.16.6 Budget and Fiscal Services Adult Restitution  
files shall be indexed using:

8.4.16.6.1 Folder\_Type – 3 Char (value=ARF)

8.4.16.6.2 Probation\_Identifier - 9 Char (Adult X-  
Number value=X in first position followed  
by 8 numerics)

8.4.16.6.3 CARS\_TTC\_ACCT\_Nmbr – 8 Char

8.4.16.6.4 Last\_Name\* - 20 Char

8.4.16.6.5 First\_Name\* - 15 Char

8.4.16.6.5 Court\_Case\_Number – 8 Char

8.4.16.7 Budget and Fiscal Services Juvenile Restitution  
files shall be indexed using:

8.4.16.7.1 Folder\_Type – 3 Char (value=JRF)

8.4.16.7.2 CRS\_Document\_Number - 12 Char

8.4.16.7.3 Probation\_Identifier – 8 Char (Juvenile  
PDJ Number value=P or 0 (zero) in first  
position followed by 7 numerics)

8.4.16.7.4 Last\_Name\* - 20 Char

8.4.16.7.5 First\_Name\* - 15 Char

8.4.16.7.6 Court\_Case\_Number – 8 Char

8.4.16.8 Budget and Fiscal Services Juvenile  
Reimbursement Files shall be indexed using:

8.4.16.8.1 Folder\_Type – 3 Char (value=JRB)

8.4.16.8.2 CARS\_TTC\_ACCT\_Nmbr – 8 Char

8.4.16.8.3 Probation\_Identifier – 8 Char (Juvenile  
PDJ Number value=P or 0 (zero) in first  
position followed by 7 numerics)

8.4.16.8.4 Last\_Name\* – 20 Char

8.4.16.8.5 First\_Name\* – 15 Char

8.4.16.8.6 Court\_Case\_Number – 8 Char

8.4.16.9 Budget and Fiscal Services Adult Financial  
Microfilm reel conversion documents shall be  
indexed using:

8.4.16.9.1 Folder\_Type – 3 Char (value =AFM)

8.4.16.9.2 Probation\_Identifier - 9 Char (Adult X-  
Number value=X in first position followed  
by 8 numerics)

8.4.16.9.3 CARS\_TTC\_ACCT\_Number – 8 Char

8.4.16.9.4 Last\_Name\* – 20 Char

8.4.16.9.5 First\_Name\* – 15 Char

8.4.16.9.6 Court\_Case\_Number – 8 Char

8.4.16.10 Budget and Fiscal Services Juvenile Financial  
Microfilm reel conversion documents shall be  
indexed using:

8.4.16.10.1 Folder\_Type – 3 Char (value =JFM)

8.4.16.10.2 CRS\_Document\_Number - 12 Char

8.4.16.10.3 Probation\_Identifier - 8 Char (Juvenile  
PDJ Number value=P or 0 (zero) in first  
position followed by 7 numerics)

8.4.16.10.4 Last\_Name\* – 20 Char

8.4.16.10.5 First\_Name\* – 15 Char

8.4.16.10.6 Court\_Case\_Number – 8 Char

8.4.16.11 Budget and Fiscal Services Juvenile  
Reimbursement Microfilm reel conversion  
documents shall be indexed using:

8.4.16.11.1 Folder\_Type – 3 Char (value =JRM)

8.4.16.11.2 CARS\_TTC\_ACCT\_Number – 8 Char

8.4.16.11.3 Probation\_Identifier - 8 Char (Juvenile  
PDJ Number value=P or 0 (zero) in first  
position

8.4.16.11.4 Last\_Name\* – 20 Char

8.4.16.11.5 First\_Name\* – 15 Char

8.4.16.11.6 Court\_Case\_Number – 8 Char

- \* The VENDOR will always look on documents to use a person's name. In the event that only a business name is available, the Vendor will index using First and Last Name as on document.

8.4.17 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.4.18 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

8.4.19 In the event that PROBATION staff are not able to produce an index/transmittal sheet of all packages sent to CONTRACTOR, CONTRACTOR may produce an index/transmittal sheet of documents in the particular box.

8.4.20 Upon completion of the indexing process, including verification, CONTRACTOR will separate returned documents from non-returned documents.

8.4.21 CONTRACTOR shall create images and indices according to the following specifications:

8.4.21.1 Imaged documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by secured FTP. This server must have an internet connection equivalent to T1 or better located behind a firewall. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.

8.4.21.2 Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Arrest Report, Court Report, Case File, and Financial Collections Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Case File may contain multiple documents, and each of those

documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. CONTRACTOR will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

8.4.21.3 CONTRACTOR will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. An example is the "msb" format used by Kofax or another "mass scan batch" file, though the actual convention used may be different. This format is used to import data to Probation's PEDMS document storage library.

8.4.21.4 Each folder at the folder level will contain indices based upon the folder type.

8.4.22 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.4.16.

8.4.23 CONTRACTOR shall store this repository of images and indices on a secured computer server accessible by secure FTP which



shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.

8.4.24 The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide COUNTY online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public document requests.

8.4.25 CONTRACTOR shall be solely responsible for all hardware, software and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

8.4.26 CONTRACTOR shall provide COUNTY on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.

8.4.27 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY.

8.4.28 COUNTY shall import the data repository into the COUNTY's system on a regular basis.

8.4.29 CONTRACTOR shall retain the data repository for a minimum of thirty (30) days after the COUNTY has imported the data repository.

8.4.30 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository.

## 8.5 RESCANNING DOCUMENTS

8.5.1 Images that do not meet quality standards are taken out of the regular imaging and scanning queues and placed in the rescanning area.

8.5.2 The original hard copy documents are retrieved from the appropriate box.

8.5.3 The scanners will be adjusted to accommodate the individual documents and scanned.

8.5.4 All rescanned images are verified and returned to the indexing area.

## 8.6 PUBLIC SOCIAL SERVICES DOCUMENTS

Public Social Services documents consist of 2 types of microfiche frames to be digitized, which include the following:

8.6.1 Approximately 13 million frames of the Claim (Type I - 3 formats). Refer to Attachment A.4 for a list of format descriptions and format layouts. The type I microfiche consists of Aid Payments distributed by the DPSS.

8.6.2 Approximately 500,000 frames of the Child Support - Warrant Register (Type II - 2 formats). Refer to Attachment A.4 for a list of format descriptions and format layouts. The type II microfiche consists of Child Support collections.

### 8.6.3 Microfiche Conversion

CONTRACTOR shall provide the following Microfiche Conversion Services:

- 8.6.3.1 All original microfiche will be handled in accordance to industry standards to preserve the archival quality of each record. All microfiche shall be inspected, cleaned and repaired as necessary.
- 8.6.3.2 CONTRACTOR shall scan all microfiche images to CCITT Group IV TIFF format standard at the requisite 200 DPI or higher, excluding blank frames.
- 8.6.3.3 CONTRACTOR shall index each record according to COUNTY's specifications.
- 8.6.3.4 CONTRACTOR shall verify all scanned images to ensure complete image capture.
- 8.6.3.5 CONTRACTOR shall de-skew and rotate images as necessary.
- 8.6.3.6 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.6.3.7 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

8.6.3.8 CONTRACTOR shall provide ongoing support for the entire microfiche conversion project.

#### 8.6.4 Image Naming Convention

Converted microfiche shall convert each microfiche frame to Tagged Image File Format (TIFF) and be stored on optical disc adhering to the naming convention below:

In order to maintain a meaningful and unique name for each image, the name should consist of the concatenation of the following, in the order listed and delimited by “\_”:

The FIRST readable case number (7 digits - 9999999)

The LAST readable case number (7 digits - 9999999)

Accrual date (YYYYMM)

Fiche number (3 digits - 999)

Frame page number (3 alphanumeric characters)

#### 8.6.5 Microfiche Index

CONTRACTOR shall also create an ASCII file(s) that contains a one to one mapping to each converted frame (image), such that an index entry is the mirror of the image name, i.e., image “0140162\_0150201\_197501\_001\_B01\_P.tiff” has an index entry “0140162\_0150201\_197501\_001\_B01\_P”.

CONTRACTOR shall create dummy entries (set FIRST CASE NUMBER = ‘0000000’ and LAST CASE NUMBER = ‘0000000’) in the case number index for those images that cannot be indexed.

### **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Technical Exhibit 2, lists the required services that will be monitored by the COUNTY during the term of this Contract. All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

#### 9.1 CORRECTIVE ACTION PLAN

Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

#### 9.2 PAYMENT OPTIONS

Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the PRS.

#### 9.3 CONTRACT OPTIONS

REDUCE, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

#### 9.4 COMPLIANCE FAILURE

Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the Contract upon ten (10) days written notice with or without cause, as provided in Sub-paragraph 8.39 (Termination for Convenience) of the body of the Contract.

## **ATTACHMENT A.1**

### **CONTRACT AGENCIES**

Contractor provides services under the Contract to the following Agencies (County Departments):

1. District Attorney
2. Probation Department
3. Sheriff Department
4. Department of Public Social Services

**ATTACHMENT A.2**  
**ESTIMATED VOLUMES**

County estimates the following volumes for conversion under the Contract:

<u>Department</u>	<u>Volume</u>
Sheriff	600,000 / month (single sided or 300,000 double-sided)
District Attorney	1,500,000 / month
Probation Department	950,000 / month
DPSS	50,000 microfiche - total

Also approximately 10,000 and 36,000 reels (Sheriff and Probation, respectively) of microfilm and their indices and older records exist that require conversion.



## **ATTACHMENT A.3**

### **PICKUP AND RETURN LOCATIONS**

Contractor shall use the following locations to perform pickups and returns under the Contract:

1. **Sheriff Locations:**

Records and Identification Bureau  
Document Processing Unit  
12440 E. Imperial Hwy, Suite 400W  
Norwalk, California 90650

Archive Section  
14201 Telegraph Road  
Whittier California 90604

Inmate Reception Center (IRC)  
450 Bauchet Street  
Los Angeles, California 90012

2. **District Attorney Locations:**

District Attorney Archive Facility  
Bureau of Management & Budget  
5300 Harbor Street  
Commerce, California 90040

3. **Probation Locations:**

Probation Central Records Section:

320 West Temple Street, Room 100  
Los Angeles, California 90012  
Attention: Head Clerk

3965 South Vermont Avenue, Third floor  
Los Angeles, California 90037

Probation Pretrial Services Division:

433 Bauchet St. Suite 100  
Los Angeles, California 90012

550 Bauchet Street  
Los Angeles, California 90012

3530 Wilshire Boulevard Suite 501  
Los Angeles, California 90012

Probation Budget and Fiscal Services:

9150 East Imperial Highway, Room P73  
Budget and Fiscal Services Collection Section  
Downey, California 90242  
Attention: Collection Manager

4. **Department of Public Social Services Locations:**

General Services Division  
Special Operations Section:  
3435 Wilshire Blvd., 8th Floor  
Los Angeles, CA 90010

Representative:

Joe Salas (213) 639-5716

Information Technology Division  
14714 Carmenita Road  
Norwalk, CA 90650

ITD Representatives:

Frank Acedo	(562) 623-2213
Ihab Abdel-Malak	(562) 623-2208
Mary Duringer	(562) 623-2083

## **ATTACHMENT A.4**

### **DPSS MICROFICHE FORMATS** **Claim and Child Support - Warrant Register**

There are 3 formats used for the **Claim** (Type I 1/75-12/99)

**Format 1:**

Begins: 1/1975

Ends: 11/1982

Starts with page coordinate: B01

*Page coordinates are not on frames for accrual periods 1/75-7/75 and 1/77-11/82.*

*Assign frame number/page coordinate as indicated on attachment VI of this exhibit, the Microfiche Frame Number Reference Table (Page Coordinates)*

Page coordinates appear on frames for accrual periods 8/75-12/76

**Format 2:**

Begins: 12/1982

Ends: 6/1988

Starts with page coordinate: B01

Page coordinates appear at the bottom of the page

**Format 3:**

Begins: 7/1988

Ends: 12/1999

Starts with page coordinate: A01

Page coordinates appear at the bottom of the page

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There is 2 formats used for the **Child Support - Warrant Register** (Type II 3/79-6/94)

**Format 1:**

Begins: 3/1979

Ends: 2/1992

Starts with page coordinate: B01

Page coordinates appear at the bottom of the page

**Format 2:**

Begins: 3/1992

Ends: 6/1994

Starts with page coordinate: A01

Page coordinates appear at the bottom of the page

## Claim (format 1)

LC6055 RUN 01/03/78

AFDC CLAIM FOR 12/77 LOS ANGELES COUNTY

PAGE 10055

CODES

0	CORR CKN WRT	5	PRIOR SUPP																
1	AUTOMATIC	6	PRIOR CKN WRT																
2	CURR SUPP	7	PRIOR CANK																
3	CURR CANK	8	REPAYMENTS																
4	ZERO GRANT	9	ADJUSTMENTS																
5	NO NON-GRANT	0	FOOD STAMPS																

CASE NAME	CASE NUMBER	SET DS	FED-CH	NON-FED	TOTAL	SPEC	CURRENT MONTH													PRIOR MONTH												
							CLM	WARRANT	ACCR	DATE	DATE	FED-CH	NON-FED	TOTAL	SPEC	CLM	WARRANT	ACCR	DATE	DATE	FED-CH	NON-FED	TOTAL	SPEC								

PATRICIA MORGAN	30-5314222 1	90			211.50	.00	1	0401847	12-77					.00	.00				
	30-5314222 1				211.50	.00	1	8440815	12-77					.00	.00				
CASE TOTALS-					423.00	.00								.00	.00				
MARY MURPHY	30-5314223 1	90			143.50	.00	1	0401848	12-77					.00	.00				
	30-5314223 1				143.50	.00	1	8440816	12-77					.00	.00				
CASE TOTALS-					287.00	.00								.00	.00				
NADINE LOPEZ	30-5314224 1	90			143.50	.00	1	0401849	12-77					.00	.00				
	30-5314224 1				143.50	.00	1	8440817	12-77					.00	.00				
CASE TOTALS-					287.00	.00								.00	.00				
ROCKY MARTINEZ	30-5314225 2	85			178.00	.00	1	0401850	12-77					.00	.00				
	30-5314225 2				178.00	.00	3	0401850	12-77					.00	.00				
	30-5314225 2				178.00	.00	0	2125585	12-77	12-77				.00	.00				
	30-5314225 2				178.00	.00	1	8440818	12-77					.00	.00				
CASE TOTALS-					356.00	.00								.00	.00				
CAROLYN ADAMS	30-5314236 1	90			67.50	.00	1	0401851	12-77					.00	.00				
	30-5314236 1				67.50	.00	1	8440819	12-77					.00	.00				
CASE TOTALS-					135.00	.00								.00	.00				
ROBERT JONES	30-5314243 1	83			287.00	.00	2	0472380	12-77					.00	.00				
	30-5314243 1				287.00	.00								.00	.00				
CASE TOTALS-					574.00	.00								.00	.00				
PATRICIA HUMPH	30-5314245 1	90			271.50	.00	1	0401852	12-77					.00	.00				
	30-5314245 1				271.50	.00	1	0401852	12-77					.00	.00				
	30-5314245 1				271.50	.00	0	009996	12-77	12-77				.00	.00				
	30-5314245 1				271.50	.00	1	8440820	12-77					.00	.00				
CASE TOTALS-					482.50	.00								.00	.00				
JACQUELINE WHITE	30-5314257 2	90			211.50	.00	1	0401853	12-77					.00	.00				
	30-5314257 2				211.50	.00	1	0401853	12-77					.00	.00				
	30-5314257 2				211.50	.00	1	0401853	12-77					.00	.00				
	30-5314257 2				211.50	.00	1	8440821	12-77					.00	.00				
CASE TOTALS-					845.00	.00								.00	.00				
DEBBIE SURRENTY	30-5314260 1	90			143.50	.00	1	0401854	12-77					.00	.00				
	30-5314260 1				143.50	.00	1	8440822	12-77					.00	.00				
CASE TOTALS-					287.00	.00								.00	.00				

PAGE TOTALS - CURRENT MONTH										PAGE TOTALS - PRIOR MONTH									
FED-A	FED-CH	MFED-A	MFED-CH	TOTAL AID AMT	SPECIAL NEED	FED-A	FED-CH	MFED-A	MFED-CH	TOTAL AID AMT	SPECIAL NEED	FED-A	FED-CH	MFED-A	MFED-CH	TOTAL AID AMT	SPECIAL NEED	FED-A	FED-CH
10	17	0	0	2,870.00	0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0

# Claim (format 2)

Attachment II

PROGRAM USAGE:  
REPOST (PP0000)

CLAIM CODES:  
0-CURR. CC WRT 3-CURR. CANCE  
1-AUTOMATIC 4-ZERO GRANT  
2-CURR. SUPP 5-PROR. GRANT

APPLICANT FOR 12/85 LOS ANGELES COUNTY

PAGE 0001  
RUR DATE: 01/07/86

5-PRIOR-SUPP 8-REPAYMENT'S  
6-PRIOR-CC WRT 7-ADJUSTMENT  
3-PRIOR CANCE

CURRENT MONTH										PRIOR MONTH									
Case Number																			
CASE NAME	FEDERAL	MONTEF	TOTAL	SPEC	COUNTY	PR	CL	WARRANT	ACCR	MON	FEDERAL	MONTEF	TOTAL	SPEC	COUNTY	PR	CL	WARRANT	ACCR
A CH	A CH	AID PD	NEEDS	SUPP	CD	CD	NUMBER	DATE	DATE	DATE	A CH	A CH	AID PD	NEEDS	SUPP	CD	CD	NUMBER	DATE
ANNETTE BROWN			450.00	30	001154														
	1	2	293.00	.00	.00														
			254.00	.00	.00														
TOT: 1 2			547.00	.00	.00														
BARBARA TAYLOR			254.00	.00	.00														
	1	1	254.00	.00	.00														
TOT: 1 1			508.00	.00	.00														
CHRISTINA DELGADO			450.00	30	001605														
	1		293.00	.00	.00														
			254.00	.00	.00														
TOT: 1			547.00	.00	.00														
JEWELL JONES			0.00	30	001691														
	1	2	587.00	.00	.00														
TOT: 1 2			587.00	.00	.00														
PAGE TOTAL																			
FEDERAL	MONTEF	TOTAL	SPEC	COUNTY	PR	CL	WARRANT	ACCR	MON	FEDERAL	MONTEF	TOTAL	SPEC	COUNTY	PR	CL	WARRANT	ACCR	MON
1	4	2235.00	.00	.00							1	4	582.00	.00	.00				

Frame Number

# Claim (format 3)

Attachment III

PROGRAM DSIP02  
REPORT IPO2601

AFDC CLAIM FOR 07/88 LOS ANGELES COUNTY  
FEDERAL - U

PAGE 1  
RUN DATE: 08/03/88

CLAIM CODES:  
1-CLERK CH WET 1-CLERK CAME  
2-ALLOTMENTIC 2-2000 GRANT  
3-CLERK SUPP 3-GRANT

5-PRIOR-ILWP 8-REPAYMENTS  
6-PRIOR-CX WET 9-ADJUSTMENT  
7-PRIOR-CX CAME

AUTOMATIC 20(CRT SUPP SPECIAL GRANT										Case Number										PRIOR MONTH									
CURRENT MONTH										REF. GAIN 100 100																			
LOC										AID CASE NO 1																			
FED N-FED C										U										FED N-FED C									
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STATE										SPECIAL-NEEDS										SPECIAL-NEEDS									
SPECIAL-NEEDS										SPECIAL-NEEDS										SPECIAL-NEEDS									
SPEC-NO										NS-AMT										NS-AMT									
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# Child Support - Warrant Register (format 1)

Attachment IV

RUN DATE 05/15/77 RUN TO 09/37		AUTOMATED CHILD SUPPORT ENFORCEMENT SYSTEM MONTHLY DPSS WARRANT REGISTER				PAGE 1 PERIOD ENDING 03/31/77			
DPSS CASE #	CONST	PATIL NAME	MSU	II	TOTAL	***** CHILD SUPPORT *****	***** SPOLICAL SUPPORT *****		
ARREST CASE#		PATIL NAME	DOF	REC	PAYMENT	TOTAL	CURRENT	ARREAR	CURRENT
ARREST DATE		CASE NAME	DOF	DATE		CHILD	DOF PAY	DOF PAY	PAYMENT
30-0000000-1-8	06037	ANABITICA, ANITA	005	000	000	000	000	000	000
30-0000000-1-8	06037	JALAN, PHILIP	005	000	000	000	000	000	000
30-0000000-1-8	06037	OUTERREY, JOSEPHINE	004	000	000	000	000	000	000
30-0000000-1-8	06037	ANDINO, ANDINO V.	004	000	000	000	000	000	000
30-0000000-1-8	06037	OUTERREY, JOSEPHINE	004	000	000	000	000	000	000
30-0000000-1-8	06037	FLORES, EMERIO	004	000	000	000	000	000	000
30-0000000-1-8	06037	LEE, TULA L.	003	000	000	000	000	000	000
30-0000000-1-8	06037	LEE, JEROME	003	000	000	000	000	000	000
30-0000000-1-8	06037	BROWN, WILLYE A.	024	000	000	000	000	000	000
30-0000000-1-8	06037	DURHAM, JOHNNY L.	024	000	000	000	000	000	000
30-0000000-1-8	06037	CHAVEZ, LUIS U.	020	000	000	000	000	000	000
30-0000000-1-8	06037	LUNA, DANIEL	006	000	000	000	000	000	000
30-0000000-1-8	06037	PARKER, SUMMIT	009	000	000	000	000	000	000
30-0000000-1-8	06037	LEE, WILLIAM	009	000	000	000	000	000	000

Frame Number

## EXHIBIT B

### PRICING SCHEDULE

#### A. FIXED PRICE FOR DOCUMENT IMAGING SERVICES

Contractor's base fixed price for the following document imaging services. No other costs or out-of-pocket expenses are covered in this agreement. Payments shall be made on the invoices for approved deliverables.

All required hardware, software, materials, other costs or out-of-pocket expenses and Contractor's site expenses for the document imaging services shall be provided by the CONTRACTOR in the base fixed price.

CONTRACTOR negotiated unit price for imaging on a per service basis. This unit price quote shall include the cost for meeting all requirements of this RFP, unless otherwise provided for herein, including but not limited to, document preparation, imaging, enhancing the image, indexing (as defined in Sections 8.2.16, 8.3.11.2 and 8.4.16 of the SOW), microfilm conversion, uploading into County Systems, online availability/storage and downloading onto CD's/DVD's.

SECTION	PRICE COMPONENT	PRICE		
		0 Indices	1-3 Indices	4-6 Indices
Exhibit A	Cost per Image	.037	.037	.045
Exhibit A	Cost per Scanned, Imaged, Indexed and Uploaded Microfilm Reel (Please Specify Volume Discounts)	.037	.037	.045
Exhibit A	Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation	\$5.00 per CD \$20.00 per DVD		
Exhibit A	Cost for Direct Web Access to Images Pending Importation	Included		
Exhibit A	Cost Per Document Search Prior to Image Availability Above 25 Search Requests per Week	\$5.00 per Request		
Exhibit A	Cost per Index/Transmittal Sheet Created for Box Arriving Without One	\$10.00 per Transmittal		
Exhibit A	Monthly Cost per Box for Storage	\$.40 per box for first six months \$.50 per box for storage seven months and greater		
Exhibit A	Cost per lb. for Document Destruction	\$.21 per pound		

Failure of the Contractor to propose costs by using this price sheet in the form and format specified may be basis for rejection of the Contractors's proposal response. The determination of such shall be made by the County, at its sole discretion.



**B. COST FOR MICROFICHE IMAGE RECOVERY**

<b>Process</b>	<b>Quantity</b>	<b>Cost Estimate Per Unit</b>	<b>Total</b>
# of microfiche	50,000	\$10.00	\$500,000.00
# of microfiche images	14,000,000	\$0.045	\$630,000.00
# of DVDs created	50,000	\$20.00	\$1,000,000.00

## **EXHIBIT E**

### **COUNTY'S ADMINISTRATION**

CONTRACT NO. 75245

#### **COUNTY PROJECT DIRECTOR:**

Name: Felix Basadre  
Title: Assistant Director, Information Systems Advisory Body  
Address: 12750 Center Court Drive Suite 500 Cerritos CA  
Telephone: 562-403-6505  
Facsimile: 562-809-3049  
E-Mail Address: fbasadre@isab.co.la.ca.us

#### **COUNTY PROJECT MANAGER (District Attorney):**

Name: Lynn Vodden  
Title: Chief Information Officer  
Address: 12750 Center Court Drive Suite 500 Cerritos CA  
Telephone: 562-403-6605  
Facsimile: 562-402-4460  
E-Mail Address: lvodden@da.co.la.ca.us

#### **COUNTY CONTRACT PROJECT MANAGER (Sheriff):**

Name: Guninder Singh  
Title: Assistant Director, Public and Law Enforcement Services  
Address: 12440 E. Imperial Hwy Suite 400W Norwalk CA  
Telephone: 562-465-7810  
Facsimile: 323-415-2546  
E-Mail Address: GKSingh@lasd.org

#### **COUNTY CONTRACT PROJECT MANAGER (Probation):**

Name: Zandra Carruthers  
Title: Director, Central Records Section  
Address: 500 West Temple St. Room 180 Los Angeles CA  
Telephone: 213-974-9035  
Facsimile: 213-229-0640  
E-Mail Address: zcarruthers@probation.org

**COUNTY PROJECT MANAGER (DPSS):**

Name: Frank Acedo  
Title: Information Systems Supervisor-In-Charge  
Address: 14714 Carmenita Road, Norwalk, CA 90650  
Telephone: 562-623-2213/2214  
Facsimile: 562-623-3265  
E-Mail Address: FrankAcedo@ladpss.org

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## **EXHIBIT J**

### ***BUSINESS ASSOCIATE PROTECT HEALTH INFORMATION DISCLOSURE AGREEMENT***

**GLOBAL 360 BGS, INC., Business Associate**

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this 17th day of October, 2005 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and Global 360, Inc. ("Business Associate" or "Contractor").

#### **RECITALS**

WHEREAS, the parties have executed a Document Imaging and Microfilm Services Contract ("Services Contract"), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### **1.0 DEFINITIONS**

- 1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any

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removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include

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attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### **2.2 Adequate Safeguards for Protected Health Information. Business Associate:**

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

### **2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors**

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but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple ST.  
Suite 525  
Los Angeles, California 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain

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documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does



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not cure the breach or end the violation within the time specified by Covered Entity;

- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

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- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date stated above.

**GLOBAL 360, INC.**

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

Dated: October 17, 2005

Dated: \_\_\_\_\_